

QUITCLAIM DEED

THIS INDENTURE, made as of this 9th day of September, 1958, between the UNITED STATES OF AMERICA, acting by and through the Secretary of Health, Education, and Welfare (herein called the Secretary), acting by and through the Regional Director for Region IX of the Department of Health, Education, and Welfare (herein called the Department), under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, GRANTOR, and the BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, an agency and instrumentality of the State of Washington, GRANTEE;

WITNESSETH:

The said GRANTOR, in consideration of the reservations, conditions, covenants and restrictions hereinafter set forth and the agreement of the said GRANTEE faithfully to observe and perform the same, and of other good and valuable considerations, receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and QUITCLAIM unto the said GRANTEE, its successors and assigns, for the use and benefit of the University of Washington, all of the right, title, interest, property and estate of the said GRANTOR in or to the real property and improvements situate in the County of King, State of Washington, particularly described as follows:

Tract 1: Beginning at the southeast corner of Section 13, Township 24 North, Range 3 East, W.M., and proceeding along the south line of said Section 13 South 89° 17' 52" West, 250 feet, to true point of beginning; thence in said Section 13, North 0° 45' 23" West, 1079.60 feet; thence North 86° 16' 02" W., 74 feet; thence North 65° 57' 32" West, 72 feet; thence North 60° 05' 02" West, 184 feet; thence North 21° 44' 22" West, 125.57 feet; thence South 89° 18' 43" West, 700 feet to the intersection with the East margin of Twenty-first Avenue S.W.; thence along the east margin of Twenty-first Avenue S.W. South 9° 00' 00" West, 420.70 feet; thence on a curve to the left, having a radius of 970 feet and a central angel of 14° 32' 26", a distance of 246.17 feet; thence South 5° 32' 26" East 668.99 feet to the intersection of the East margin of Twenty-first Avenue S.W., with the South line of said Section 13; thence along the South line of said Section 13, North 89° 17' 52" East, 1068.50 feet to the true point of

Kardex

Conformed copy

beginning, being the property designated and shown on plat thereof, containing 31.96 acres, more or less.

Also, that portion of the Northeast quarter of the Northeast quarter of Section 24, Township 24 North, Range 3 East, W.M., more particularly described as follows:

Beginning at the point of intersection of the North line of Section 24, Township 24 North, Range 3 East, W.M., and the Easterly margin of Twenty-first Avenue S.W., as platted in Cottage Grove No. 3, an addition to the City of Seattle, King County, State of Washington, and proceeding thence along the said Easterly margin of Twenty-first Avenue S.W., South $50^{\circ} 32' 26''$ East, 23.42 feet; thence South $00^{\circ} 58' 19''$ East, 176.67 feet; thence North $89^{\circ} 17' 52''$ East, 1065.87 feet; thence North $00^{\circ} 45' 23''$ West 200.00 feet; thence along the Northerly line of said Section 24 South $89^{\circ} 17' 52''$ West 1068.50 feet to the point of beginning, containing 4.896 acres, more or less.

Tract 3: A parcel of land in the N.E. $1/4$ of the N.E. $1/4$ of Section 24, Township 24 North, Range 3 East, Willamette Meridian, described as follows:

Beginning at the point of intersection of the north line of said Section 24, and the easterly line of 21st Avenue S.W. as platted in Cottage Grove No. 3, an addition to the City of Seattle, King County, State of Washington, thence along said easterly line the following courses and distances: south $50^{\circ} 32' 26''$ east 23.42 feet; thence south $00^{\circ} 58' 19''$ east 176.67 feet to the true point of beginning; thence North $89^{\circ} 17' 52''$ east 1313.40 feet to the east line of said section; thence south $00^{\circ} 02' 58''$ east along the east line of said Section a distance of 250.01 feet; thence south $89^{\circ} 17' 52''$ west parallel with the above-described northerly line of this parcel 1309.37 feet to the above-mentioned easterly line; thence north $00^{\circ} 58' 19''$ west along said last mentioned easterly line a distance of 250.00 feet to the true point of beginning, containing 7.526 acres, more or less.

EXCEPTING AND RESERVING unto the GRANTOR, its successors and assigns, the ownership in fee of all minerals, including all oil, gas or other hydrocarbons, in or under the above described tracts of land, together with the exclusive right to enter upon said land to mine, explore, drill for, extract and produce any and all of said minerals by all reasonable means consistent with the educational utilization of said land by the GRANTEE hereunder.

TOGETHER WITH the improvements situate upon the foregoing described tracts of real property which are particularly described and set forth in Exhibit "A", attached hereto and made a part hereof.

SUBJECT TO all easements, liens, reservations, exceptions or interests of record or now existing on the premises above described.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances, thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever in law as well as in equity of the said GRANTOR, of, in or to the foregoing described premises, for every part and parcel thereof, except as hereinafter otherwise expressly provided and except as

the same or any thereof are hereinafter reserved, conditioned, limited or restricted.

TO HAVE AND TO HOLD the foregoing described property together with the appurtenances, unto the said GRANTEE, its successors and assigns and each of them, PROVIDED, HOWEVER, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the said GRANTEE, its successors or assigns, and each of them, as follows:

1. That for a period of twenty (20) years from the date of this deed the above described property herein conveyed shall be utilized continuously for educational purposes in accordance with the proposed program and plan as set forth in the application of the said GRANTEE dated April 1, 1958, as supplemented and amended by its letter to the Department dated May 19, 1958, and for no other purpose.
2. That during the aforesaid period of twenty (20) years, the said GRANTEE will resell, lease, mortgage, or encumber, or otherwise dispose of the above described property or any part thereof or interest therein only as the Secretary, or his successor in function, in accordance with the applicable regulations, may authorize in writing.
3. That one year from the date of this deed and annually thereafter for the aforesaid period of twenty (20) years, unless the Secretary, or his successor in function, otherwise directs, the GRANTEE will file with the Department, or its successor in function, reports on the operation and maintenance of the above described property and will furnish, as requested, such other pertinent data evidencing continuous use of the property for the purpose specified in the above identified application.

In the event of a breach of any of the conditions set forth above whether caused by the legal or other inability of said GRANTEE, its successors or assigns, to perform any of the obligations herein

set forth, all right, title and interest in and to the above described property shall, at the option of the GRANTOR, revert to and become the property of the UNITED STATES OF AMERICA, which in addition to all other remedies for such breach, shall have an immediate right of entry thereon, and the said GRANTEE, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Secretary, or his successor in function, to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the said GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER that in the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for any such breach of said conditions within twenty-one (21) years from the date of this conveyance, the conditions set forth above together with all rights of the UNITED STATES OF AMERICA to re-enter as in this paragraph provided, shall, as of that date, terminate and be extinguished.

In the event title to the above described premises is reverted to the UNITED STATES OF AMERICA for noncompliance or voluntarily reconveyed in lieu of reverter, the said GRANTEE, its successors and assigns, at the option of the Secretary, or his successor in function, shall be responsible and shall be required to reimburse the UNITED STATES OF AMERICA for the decreased value of the above described property not due to reasonable wear and tear, acts of God, and alterations and conversions made by the said GRANTEE to adapt the property to the educational use for which the property was acquired. The UNITED STATES OF AMERICA shall, in addition thereto, be reimbursed for such damages including such costs as may be incurred in recovering title to or possession of the above described property, as it may sustain as a result of the noncompliance.

The said GRANTEE may secure abrogation of the conditions numbered 1, 2 and 3 herein by:

- a. Obtaining the consent of the Secretary, or his successor in function; and
- b. Payment to the UNITED STATES OF AMERICA of the public benefit allowance granted to the said GRANTEE of one hundred (100) per cent from the current market value of Sixty-One Thousand Dollars (\$61,000.00) less a credit at the rate of five (5) per cent of said public benefit allowance for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above identified application.

The GRANTEE, by the acceptance of this deed, covenants and agrees, for itself, its successors and assigns, that in the event the property conveyed hereby is sold, leased, mortgaged, encumbered, or otherwise disposed of, or is used for purposes other than those set forth in the above identified program and plan without the consent of the Secretary or his successor in function, all revenues or the reasonable value, as determined by the Secretary, or his successor in function, of benefits to the GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal, or use shall be considered to have been received and held in trust by the GRANTEE for the GRANTOR and shall be subject to the direction and control of the Secretary, or his successor in function.

The GRANTEE, by the acceptance of this deed, further covenants and agrees for itself, its successors or assigns, that at all times during the period that title to said property is vested in the GRANTEE subject to conditions 1, 2 or 3 hereinbefore set forth (except for any period during which the GRANTOR exercises the right to repossess, control and use the same as provided in the next succeeding paragraph hereof) the GRANTEE shall at its own sole cost and expense keep and maintain the improvements, including all buildings, structures and equipment, at any time situate upon said property, in good order, condition and repair, free from any waste; and in the event any of the same shall need repair, or shall become

lost, damaged or destroyed by any cause other than ordinary wear and tear, acts of God or alterations or conversions made by the GRANTEE to adapt the property to the use for which it was acquired, the GRANTEE will promptly repair such improvements and restore the same to their former condition. Should the GRANTEE, its successors or assigns, fail to repair or replace any improvements which need repair or which have been lost, damaged or destroyed as aforesaid, within ninety (90) days after written notice so to do, given to the GRANTEE by the Secretary, or his successor in function, the GRANTOR shall be authorized, as the agent of the GRANTEE, its successors and assigns, to enter upon the premises and to cause such repairs or replacements to be made on behalf and at the expense of the GRANTEE, its successors and assigns, and any amounts expended by the GRANTOR in connection therewith shall forthwith become a debt due and owing by the GRANTEE, its successors or assigns, to the GRANTOR. If the GRANTEE, its successors or assigns, shall cause any of said improvements to be insured against loss, damage or destruction and any such loss, damage or destruction shall occur during the period GRANTEE holds title to said property subject to said conditions 1, 2 and 3, said insurance and all moneys payable to the GRANTEE, its successors or assigns, thereunder shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by the GRANTEE for the purpose of repairing such improvements and restoring the same to their former condition, or, if not so used, shall be paid over to the Treasurer of the United States in an amount not exceeding the unamortized public benefit allowance.

The said GRANTEE, by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the period of restricted use by the GRANTEE, such

use may be either exclusive or nonexclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use nonexclusively or over which it may have nonexclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the said GRANTEE without Government aid, and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear, and acts of God and the common enemy excepted.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Approved as to form
2nd day of Sept. 1958

151 Fred L. Harlocker
Assistant Attorney General

UNITED STATES OF AMERICA
Acting by and through the
Secretary of Health, Education,
and Welfare, GRANTOR

By 151 F. W. Hunter
Regional Director, Region IX
Department of Health, Education,
and Welfare

BOARD OF REGENTS OF THE UNIVERSITY
OF WASHINGTON, an agency and instru-
mentality of the State of Washington,
GRANTEE

By 151 Ernest M. Conrad
Business Manager

STATE OF CALIFORNIA)
City and County of San Francisco) ss

On this 9th day of September, 1958, before me,
E. G. Shaw, a Notary Public in and for the City
and County of San Francisco, State of California, personally
appeared F. W. HUNTER, known to me to be the Regional Director
for Region IX, Department of Health, Education, and Welfare, and
known to me to be the person who executed the within instrument on
behalf of the Secretary of Health, Education, and Welfare for the
United States of America and acknowledged to me that he subscribed
to the said instrument the name of the United States of America
and the name of the Secretary of Health, Education, and Welfare on
behalf of the United States of America, and further that the United
States of America executed the said instrument.

Witness my hand and official seal.

151 E. G. Shaw

Notary Public in and for the City
and County of San Francisco,
State of California

(SEAL)

My Commission Expires: June 29, 1962

STATE OF WASHINGTON)
County of King) ss

On this 3 day of September, 1958, before
me, Aline R. Foster, a Notary Public for the State of
Washington, residing in King County, personally appeared ERNEST M.
CONRAD, known to me to be the Business Manager of the Board of
Regents of the University of Washington who executed the within
and foregoing instrument on behalf of the Board of Regents of the
University of Washington and acknowledged to me that he executed
the same as the free act and deed of said Board of Regents.

Witness my hand and official seal.

151 Aline R. Foster

Notary Public for the State of
Washington, Residing at

Seattle, Washington

(SEAL)

My Commission Expires: May 29, 1959

EXHIBIT "A"

Improvements Situate upon Real Property Described
in Quitclaim Deed from the United States of America
to the State of Washington for the Use and Benefit
of the University of Washington dated as of the

9th day of September, 1958.

BUILDINGS

No.	Description	<u>Outside Dimensions</u>	<u>Floor Area (Sq.Ft.)</u>
T-121	Tuning Hut, wood frame structure erected in 1944	8'x10'	80
T-128	Tuning Hut, wood frame structure erected in 1944	8'x10'	80
T-132	Guard Hut, wood frame structure erected in 1944	5'x6'	30
T-137	Underground transmitter building concrete structure, with two offsets, erected in 1943	64'x98' 30'x12'6"	7,152
T-142	Tuning Hut, wood frame structure erected in 1944	8'x10'	80
144 A&B	Family Quarters with basement, wood frame structure - erected in 1930, with offset	58'x24' 23'x5'2"	2,899
T-145	Tuning Hut, Microwave, wood frame structure, erected in 1944	10'x14'	140
T-149	Garage and Latrine, wood frame structure, erected in 1944	75'6" x 20'8"	1,560
150	Tuning Hut, concrete structure erected in 1945	13'3" x 14'6"	192
157	Family Quarters, with basement wood frame structure, erected in 1930, with offset	30'x26' 22'x14'	2,270
T-162	Tuning Hut, wood frame structure, erected in 1944	8'x10'	80
T-163	Tuning Hut, wood structure, erected in 1944	8'x10'	80
T-176	Tuning Hut, wood frame structure erected in 1944	8'x10'	80
	Misc. Guard Tower, 27' high structure (poor condition)	12'x12' base	

SURFACED AREAS: (Blacktop)

Entrance Road - 2,667 sq.yds.
Parking Area - 222 sq.yds.
2,889 sq.yds.

SEWER DISTRIBUTION SYSTEM

1,761 lin. feet

EXHIBIT "A" (Cont.)

PERIMETER FENCING

4,460 lin. feet

COMMUNICATION LINES & ANTENNA FIELD

Exponential Lines - 2820 lin. ft.
Open Wire Trans Line - 3078 lin. ft.
Single Wire - 1 ea. HT 135'
M.F. 8 Wire Flt Tor - 1 ea. Length 530' HT 265'
H.F. Longwire 1 ea. Length 818' HT 100'
Vee Beam 1 ea.

POLE LAYOUT

Cedar Pole	85'	- 6 ea.
"	25'	- 4 ea.
"	30'	- 2 ea.
"	95'	- 5 ea.
"	90'	- 4 ea.
"	98'	- 3 ea.
"	104'	- 1 ea.
"	107'	- 1 ea.
"	80'	- 6 ea.
"	78'	- 1 ea.
"	79'	- 1 ea.
"	83'	- 1 ea.
"	115'	- 1 ea.

Steel Radio Masts - 300' - 2 ea.

Coaxial Cable - 4265 lin.ft.

Dissipation Line - 2790 lin.ft.

ANTENNA DATA:

2 Curtain Rhombic	- 1 ea.	Leg Length	267'	HT	85'	Tilt Angle	55°
1 Curtain Rhombic	- 1 ea.	"	261'	"	95'	"	55°
2 Curtain Rhombic	- 1 ea.	"	350'	"	95'	"	70°
3 Curtain Rhombic	- 1 ea.	"	350'	"	90'	"	69°
3 Curtain Rhombic	- 1 ea.	"	327'	"	85'	"	63°18'
3 Curtain Rhombic	- 1 ea.	"	445'	"	90'	"	72°26'
3 Curtain Rhombic	- 1 ea.	"	290'				
3 Curtain Rhombic	- 1 ea.	"	327'	"	75'	"	65°
1 Curtain Rhombic	- 1 ea.	"	340'	"	88'	"	57°58'
Folded Di-pole	1 ea.						
Delta DBLT	1 ea.						
"Vee" Beam	1 ea.	"	530'	"	255'		
Long Wire	1 ea.	Length	530'	"	265'		